

STATE OF HAWAII
STATE PROCUREMENT OFFICE
HONOLULU, HAWAII

Legal Ad Date: September 26, 1997

INVITATION FOR BIDS

NO. IFB-98-053-M

SEALED BIDS

FOR

FURNISHING AND DELIVERING

OFFICE, LIBRARY, CLEANING AND MISCELANEOUS FURNITURE AND EQUIPMENT

FOR

KIHEI PUBLIC LIBRARY
D.A.G.S. JOB NO. 15-36-6255

will be received up to and opened at 2:00 p.m.

on

October 7, 1997

in the State Procurement Office, Kalanimoku Building, 1151 Punchbowl
Street, Room 416, Honolulu, Hawaii 96813.

Questions relating to this bid solicitation may be directed to Ms.
Fran Villarmia, telephone (808)586-0563, facsimile (808)586-0570.

ROBERT J. GOVERNS, CPPB
Procurement Officer

IFB-98-053-M

Name of company

OFFICE, LIBRARY, CLEANING AND MISCELLANEOUS FURNITURE AND EQUIPMENT
FOR
KIHEI PUBLIC LIBRARY
D.A.G.S. JOB NO. 15-36-7717
IFB-98-053-M

Procurement Officer
State Procurement Office
State of Hawaii
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions dated September 1, 1995 by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof.

The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Date: _____

Respectfully submitted,

Telephone No.: _____

Fax No.: _____

Exact Legal Name of Offeror

Payment address, if other than
street address at right:

Authorized Signature (Original)

Title

Hawaii General Excise Tax Lic.
I.D. No.: _____

Street Address

Social Sec. or Federal I.D. No.: _____

City, State, Zip Code

If offeror shown above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

Offeror is: ___ Individual ___ Partnership ___ Corporation ___ Joint Venture

State of incorporation: Hawaii _____ *Other _____

*If "other", is corporate seal available in Hawaii? ___ Yes ___ No

BIDDER INFORMATION

Dealership Name: _____

Contact Person: _____ Phone: (808) _____

Address: _____

City: _____ State: _____ ZIP: _____

The undersigned hereby declares that the foregoing is a true and accurate statement of the individual, partnership, firm, corporation, joint venture, or other legal entity herein named, as of the date herein:

Authorized Signature Date

Title: _____

Name of Company: _____

Address: _____

City: _____ State: _____ ZIP: _____

Phone: (808) _____

The following bid is hereby submitted:

Item No.	Description	Manufacturer's Brand Name & No.	Est. Qty	Unit Price	Total Price
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GROUP I - OFFICE EQUIPMENT

- | | | | | | |
|----|---|--|-------|---------|---------|
| 1. | Copy machine, desk-top
type, 12 copies per
minute, as specified: _____ | | 1 ea | \$_____ | \$_____ |
| 2. | File cabinet, legal,
2-drawer, 27"H,
as specified: _____ | | 2 ea | _____ | _____ |
| 3. | Dry erase board, aluminum
frame, 2' x 1.5',
as specified: _____ | | 2 ea | _____ | _____ |
| 4. | Bulletin board, natural
cork, 36" x 46",
as specified: _____ | | 1 ea | _____ | _____ |
| 5. | Calculator, 12-digit, with
2-color printing, fluorescent
display, printing speed of
4.1 lines/second, AC,
as specified: _____ | | 2 ea | _____ | _____ |
| 6. | Footrest, free moving or
lockable platform, height
adj.: 4" - 5-1/2", steel
construction w/nonslip
mat, as specified: _____ | | 10 ea | _____ | _____ |
| 7. | Open/Closed message sign,
plastic, approx. dimensions
14-3/8"W x 12-3/8"H
as specified: _____ | | 1 ea | _____ | _____ |

GROUP II - LIBRARY FURNITURE AND EQUIPMENT

- | | | | | | |
|----|--|--|-------|-------|-------|
| 8. | Chairs, reading type,
solid oak construction,
sled base, as specified: | | | | |
| a. | Adult
17" seat ht. _____ | | 18 ea | _____ | _____ |
| b. | Youth
13" seat ht. _____ | | 20 ea | _____ | _____ |

Total Sum Bid - Item No. 8: \$_____

- | | | | | | |
|----|--|--|------|-------|-------|
| 9. | Laser Bar Code scanner,
w/stand and accessories,
as specified: _____ | | 3 ea | _____ | _____ |
|----|--|--|------|-------|-------|

Offeror _____

Item No.	Description	Manufacturer's Brand Name & No.	Est. Qty	Unit Price	Total Price
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GROUP II - LIBRARY FURNITURE AND EQUIPMENT continued:

10.	TV/VCR cart, steel, with electrical assembly, two shelves, four casters, as specified:	_____	1 ea	\$_____	\$_____
11.	Book truck, two flat shelves, steel, four 4" casters, as specified:	_____	4 ea	_____	_____
12.	Book truck, heavy duty, six shelf display, six 5" swivel casters, as specified:	_____	10 ea	_____	_____
13.	Rovin' Reader book truck, steel, four casters-two locking, with accessories, as specified:	_____	2 ea	_____	_____
14.	Book display table, solid oak, two book wells, double-sided cork display area, as specified:	_____	1 ea	_____	_____
15.	Puppet theater, floor-standing, wipe-on/wipe-off panels, as specified:	_____	1 ea	_____	_____
16.	Audiocassette rack, plastic with aluminum frame, expandable, add-ons, as specified:	_____	3 ea	_____	_____
17.	Audiocassette/CD Display, clear panels w/aluminum frame, as specified:				
a.	3-panel starter	_____	1 ea	_____	_____
b.	1-panel add-on	_____	3 ea	_____	_____

Total Sum Bid - Item No. 17: \$_____

GROUP III - CLEANING EQUIPMENT

18.	Carpet cleaning extractor, 7-gallon, self-contained, w/vacuum hose, floor tool and hand tool, as specified:	_____	1 ea	_____	_____
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Offeror_____

Item No.	Description	Manufacturer's Brand Name & No.	Est. Qty	Unit Price	Total Price
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GROUP IV - MISCELLANEOUS EQUIPMENT

19.	Wall urn, outdoor type, hooded, stainless steel, as specified:	_____	2 ea	\$_____	\$_____
20.	Stackable recycling bins, recycled, 11.4 gallon capacity, as specified:	_____	8 ea	_____	_____

Offeror_____

DELIVERY:

Kihei Public Library 35 Waimahaihai Street Kihei, HI 96753	DAGS Job No. 15-36-7717
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Contact person: Ms. Janet Fehr, Librarian

Phone: (808)875-6833

Schedule: 60 calendar days from the date on the Notice to Proceed

SPECIFICATIONS

Item No. 1

Copy Machine, desk-type
(Canon PC 770, or equal)

Unit provided shall be a desk-type copy machine. Specifications:

Original size (max):	8.5x14
Copy size min/max:	8.5x11/8.5x14
Reduction/Enlargement:	included
Copies per minute:	12
Multiple Copy Capability:	included
Stationary glass platen:	included
Paper cassette/capacity:	included/250
Auto exposure:	included
First copy time (sec):	10
Auto shut-off:	included
Warranty:	1-year/on site

Item No. 2

File cabinet, 2-dwr, 27"H
(Gaylord SF227, or equal)

Unit provided shall be a two drawer, legal file cabinet, 27"H. Constructed of 16-gauge steel on inside structural areas and 19- to 24-gauge steel on exterior parts. Cradle suspension. Baked enamel finish. Approximate dimensions: 18"W x 26-1/2"D x 27"H.

Item No. 3

Dry Erase Board
(Quartet J4B31, or equal)

Unit provided shall be dry erase board, white melamine coating over hardboard. 1/2" aluminum frame. 3/4" marker rail with protective endcap. Factory mounted hangers. Approximate dimensions: 2' x 1.5'.

Item No. 4

Bulletin Board
(Ghent 25353, Highsmith A82A-25353, or equal)

Unit provided shall be a bulletin board, natural cork construction. Mounting hardware included. Approximate dimensions: 36" x 46".

Item No. 5

Calculator, 12-digit
(Sharp QS2760A, or equal)

Unit provided shall be a 12-digit commercial grade print/display calculator. Large blue fluorescent display with punctuation. 2-color printing. Printing speed of 4.1 lines/second. Uses a 2/14" paper roll. AC. Also features: 4-key memory, grand total memory, multiple use (MU) and average (AVG) keys.

Item No. 6

Footrest, adjustable
(Mead-Hatcher MDH-5166, or equal)

Unit provided shall be an adjustable footrest, steel construction with non-slip mat. Platform angle freely adjusts up to 20° or can be locked at a comfortable 10° slant. Height adjusts from 4" to 5-1/2". Approximate dimensions: 16"W x 11"D.

Item No. 7Open/Closed message sign

(Demco P146-3741, or equal)

Unit provided shall be a open/closed message sign. 1/4" grooved message panel with a lightweight, one-piece plastic frame. 4 recessed mounted suction cups. Includes an assortment of 318-1/2" Helvetica style letters and numbers. Approximate dimensions: 14-3/8"W x 12-3/8"H.

Item No. 8Chairs, solid oak, sled-base

(Gaylord 91-18 and 91-14, or equal)

Chairs provided shall be solid oak construction, sled-base. Frames are glued under pressure and corner blocks are added for stability. Super strong, double dowelled at critical joints. Wood finish: Medium Oak.

Approximate dimensions: 17" seat ht.: 31"H x 18-1/2"W x 19-1/2"D
 13" seat ht.: 26" H x 16-1/2"W x 17"D

Item No. 9Laser Bar Code scanner

(Symbol Tech LS4000 series w/accessories, or equal)

Laser bar code scanner provided shall be a complete system which includes the following:

<u>Item</u>	<u>Model number</u>
Laser scanner	LS-4004-I0007734A
Scanner Coil cable	25-16458-01
Synapse "Y" adapter	STI80-0900
110v power supply	50-14000-008
Intellistand "Hands-Free" stand	20-16561-01
Reference guide	70-16171-01

Item No. 10TV-VCR cart

(Luxor TVW44ULE, or equal)

Cart provided shall be steel construction, with two shelves and a built-in electrical assembly (three grounded outlets and a 20-foot extension cord). Safety features include a 1/2" retaining lip and "sure grip" pads on each shelf, a built-in push handle and pass-through slots for safety belts and an extra wide pyramid base. Mar-resistant 4" rubber casters (2 locking) for mobility. Cart can accommodate up to a 27" monitor. Safety straps included.

Item No. 11Book truck, steel, two flat shelves

(Demco P141-6156, or equal)

Book truck provided shall be steel construction, with two flat shelves, 300 lb. capacity. Shelves are reversible with either flat or 2" side lips. Scratch resistant electrostatic baked enamel finish. Approximate dimensions: 31"W x 17"D x 41"H. Four 4" casters.

Item No. 12Book truck, heavy duty, six shelves

(Demco Titan P141-0194, or equal)

Book truck provided shall be constructed of 1" 16-gauge rolled steel, electrostatically welded to side panels and shelves. Includes six 5" swivel plate casters, two center casters are slightly lower for maneuverability. Includes six sloping shelves, with 12-9/16" between shelves. Measures 42-7/8"H x 17"W x 31"L. 10 year warranty.

Item No. 13Rovin' reader book truck

(Demco Rovin' reader P141-6189/P141-6190/P139-4041/P139-4042, or equal)

Book truck provided shall be a rovin' reader, with four roomy bins (6-5/8"D x 33-7/8"W) and 14 moveable dividers. Truck moves on 4 noise-free casters, 2 locking. Approximate dimensions: 31"H x 18-1/2"D x 35"L. Includes the following accessories: Dry erase topper (25-1/4"H x 33"W), Zoo decal set and a Read and Grow decal set.

Item No. 14Book display table

(Highsmith Gressco N91-68919-0, or equal)

Table provided shall be solid oak construction with two book wells and a 9"H x 36"W double-sided cork display area. Table measures 29"H x 42"W x 30"D. Finish: Medium Oak.

Item No. 15Puppet theater

(Demco Puppet Theater KR170-1110, or equal)

Unit provided shall be a puppet theater constructed of hard maple frame with pinch-proof hinges. Panels shall be wipe-on/wipe-off type with a metal locking brace for added stability. Folds flat for storage. Center panel measures 24"W x 47"H; side panels measure 21"W x 47"H. Six graduated wooden dowels hold a variety of puppet sizes are included.

Item No. 16Audiocassette rack

(Highsmith Mar-Line N91-37322 (add-on panel), or equal)

Rack provided shall be an add-on, free-standing, audiocassette rack, constructed of clear plastic panels framed in anodized aluminum with walnut trim. Bases are polished aluminum and include adjustable leveling glides. Panels are double-faced.

Item No. 17Audiocassette/CD display

(Highsmith Mar-Line N91-37319/N91-37320, or equal)

Unit provided shall be an Audiocassette/Compact Disc display rack, constructed of clear panels framed in anodized aluminum with walnut trim. Panels are two-sided. Each locking panel holds 120 cassettes or 60 CDs (or a mixture of both).

Item No. 18

Carpet cleaning extractor

(Unisan UNS-06006/UNS-06010/UNS-06012/UNS-06014, or equal)

Unit provided shall be a 7-gallon self-contained extractor. Includes a 7-gallon recovery tank; 10-gallon easy-fill solution tank; 16" vac shoe and 14" brush with height adjustment. Control panel simplifies operation. 2-hp, 3-stage vac motor. One year manufacturer's parts/labor warranty. Includes the following accessories: vacuum hose (1-1/2" dia. x 10 ft.), floor tool (9" wide wand cleans mats or carpets) and hand tool (4" wide for cleaning stairs, vertical surfaces, upholstery and other hard to reach areas).

Item No. 19

Wall Urn, outdoor type

(Excell EXC-655D, or equal)

Unit provided shall be wall type, outdoor hooded urn. Body and hood are heavy gauge stainless steel, flip top and removable, split top inner liner of aluminum. Approximate dimensions: 8"w x 6"d x 9"h.

Item No. 20

Stackable Recycling Bins

(Witt by SAFCO K62921TS, or equal)

Unit provided shall be stackable recycling bins, containing at least 50% post-consumer recycled plastic. Polyethylene plastic, easy-grip handles. 11.4 gallon capacity. Includes recycling labels. Approximate dimensions: 20-1/2"W x 12-1/2"H x 15"D.

SPECIAL PROVISIONS

SCOPE

The furnishing and delivering of Furniture and Equipment to Kihei Public Library, specified herein shall be subject to these Special Provisions, the attached Specifications, and the General Terms and Conditions, dated September 1, 1995 and included by reference and made a part hereof. Copies of the General Terms and Conditions are available at the State Procurement Office, Room 416, 1151 Punchbowl Street, Honolulu, Hawaii 96813 and on the Internet at <http://www.state.hi.us>.

OFFICER-IN-CHARGE

For purpose of this contract, Mrs. Wendy Cheuk, Hawaii State Public Library System (HSPLS), or her designated representative is named Officer-in-Charge. The telephone number where she may be reached is (808) 586-3868.

BIDDER QUALIFICATION

Bidder shall have a dealership in the State of Hawaii or a manufacturer's representative residing in Hawaii, with warehousing and servicing capabilities for stocking parts and providing delivery and repair services for products offered herein.

BID PREPARATION

Offer Form, Page OF-1. Offeror is requested to submit its offer using offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on Offer Form, page OF-1. Failure to do so may delay proper execution of the contract.

Offeror's authorized signature shall be an original signature in ink. If Offer Form, page OF-1, is unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature indicating the offeror's intent to be bound.

Bid Price. Bid price(s) shall be based on delivery and installation to destination and shall include all applicable taxes, freight charges and all other costs incurred. Bid price(s) shall be the all-inclusive cost to the State and no other charges will be honored.

Tax Clearance. An **original or certified copy** of a tax clearance issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Services (IRS) must be submitted with your sealed offer by the due date and time. The tax clearance shall be obtained on the attached two-part **Tax Clearance Application (Form A-6)** that combines DOTAX and IRS tax clearances.

The application may be mailed in or walked in to either the DOTAX or the IRS. The addresses for DOTAX and IRS district offices are listed on Form A-6. There is limited walk-in services at IRS Maui and Hawaii offices, and none on Kauai.

The DOTAX and IRS encourage the use of their mail-in service, in lieu of walk-in service. We recommend that you mail it to DOTAX where it will be processed and forwarded to the IRS. The process should be completed within twenty-one (21) calendar days. Use of the walk-in services may result in waiting in line at both agencies.

Tax Clearance continued.

For your information, the tax clearance is valid for forty-five (45) days. If the DOTAX approves a tax clearance certificate on one date and the IRS approves it on another date, the 45-day period will begin with the later date. For example:

DOTAX approval stamp date: 7/1/96
IRS approval stamp date: 7/5/96
Tax Clearance valid: 7/5/96 to 8/18/96

The tax clearance submitted with your sealed offer must be valid on the solicitation legal ad date or any date thereafter up to the offer due date. A valid tax clearance received with your offer will remain valid for the contract award.

Since this a new process, however, and a mail-in application is encouraged, we will accept for the purpose of this solicitation a completed SPO Form Temp B, "Certification for Tax Clearance" in place of the DOTAX Form A-6, if you are unable to obtain a tax clearance by mail in time to include it with your sealed offer. See attached pink NOTICE for the SPO Form TEMP B.

NOTE: The above tax clearance requirement is in addition to the existing requirement for final payment. Refer to the special provisions on INVOICING below for information on the tax clearance requirement for final payment.

Tax Liability. The following information is provided to assist vendors in determining their tax liability under this solicitation. For additional information and assistance, bidders may call the State of Hawaii Department of Taxation, telephone (800) 222-3229 or (808) 587-1455.

The "State of Hawaii Information on Hawaii State Taxes Administered by the Department of Taxation", Publication 1 (November 1993) is included herein.

Hawaii vendors. A vendor doing business in the State of Hawaii, as evidenced by its Hawaii general excise tax (GET) license number, is liable for the Hawaii GET, currently 4%, and applicable use tax, currently 1/2%, resulting from this solicitation.

Out-of-state vendors without a Hawaii GET license. Due to the scope of work under this solicitation, an out-of-state vendor not possessing a Hawaii GET license, but having "sufficient presence in Hawaii" as evidenced by a "yes" response to at least one of the questions in the attached Tax Equalization Certificate, is liable for the GET and applicable use tax. Out-of-state vendors not possessing a Hawaii GET license shall complete the attached certificate.

However, if an out-of-state vendor not possessing a Hawaii GET license has "sufficient presence in Hawaii" due solely to a "yes" answer to question number 4 of the Tax Equalization Certificate, drop ships the goods required herein and subcontracts the entire service portion of the contract to be awarded, then the out-of-state vendor is not liable for the taxes. If the out-of-state vendor is subcontracting this portion of the work, the name of the subcontractor shall be furnished on the certificate.

Failure to complete the certificate and to furnish the name(s) of subcontractor(s), if any, may result in the rejection of the offer or application of the tax equalization provision below.

Tax-Exempt Vendors. If an offeror is a person exempt by the HRS from paying the GET and use tax and therefore not liable for the taxes under this solicitation, offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Tax Equalization Provision. For evaluation purposes, pursuant to §103-53.5, HRS, as amended, the price offer submitted by an offeror not liable for the GET and use tax under this solicitation, shall be increased by the current rates of the GET and the use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

Specifications. Bidder is advised that specifications for items requested on the Offer Form page(s) are provided with this bid. It shall be bidder's responsibility to thoroughly review the attached Offer Form page(s) and corresponding specifications for the complete description of each item listed.

Manufacturer's Brochures and Color Chart. Contractor shall provide manufacturer's brochures and standard color charts to the State upon request and at no additional charge.

Color selection shall be as stated in the Specifications, on the Offer Form pages, or on the purchase order. If colors specified are not available or not specified herein, State shall indicate color, on purchase order(s), at time of order.

If color selection is not indicated on purchase order or in the specifications, the Contractor shall be required to contact the library listed on the purchase order. The Contractor shall contact the library within seven (7) days from receipt of purchase order to determine color selection. Failure of the Contractor to contact the library regarding color selection, which results in an extended delivery period, is considered unacceptable. The State Procurement Office will not grant a delivery extension to the Contractor in this situation. The Contractor shall provide manufacturer's standard color selection charts to the State Procurement Office or to the indicated library, when requested.

Model Numbers. Where model numbers are specified in this bid solicitation, it is the intent to establish the degree of quality required for this project. However, where series numbers are referred to, the series number shall be understood to include all sub-numbered items, as well as all appurtenances, to complete the item. It is also intended that where model numbers are specified, the items shall be modified at the factory, if necessary, to conform to the specifications. A list of all required factory modifications shall be submitted with bidder's response to this IFB.

Item Descriptions. All descriptions included herein are general and it shall be understood that all accessories, fasteners, anchorage devices, protective finishes, trim pieces and the like for complete installations shall be provided. The Contractor shall submit a bid that is completely workable without the necessity to add additional items after submission of the bid.

BIDDER'S AUTHORITY TO BID

The State will not participate in determinations regarding a bidder's authority sell a product. If there is a question or doubt regarding a bidder's right or ability to obtain and sell a product, the bidder should resolve that question prior to submitting a bid. If a bidder offers a product that meets specifications and is acceptable and the price submitted is the lowest price bid, the contract will be awarded to that bidder and contractor will be obliged to enter into the contract and furnish the required performance bond.

METHOD OF AWARD

Award(s), if any, will be made on an individual item number basis or when requested, on a total sum bid basis, to the responsible bidder submitting the lowest Total Bid Price for each item or group of items. Bidder must bid on all items or sub-items within an award group in order to be considered for award for that total sum bid award.

QUANTITIES

At the time of award, the State reserves the right to delete any item in it's entirety, or increase or decrease the quantity of any or all items to be furnished, based on the availability of funds, with the unit price and all terms and conditions remaining the same.

CONTRACT EXECUTION

For contract award totaling \$10,000 or more, the State shall forward a formal contract to the successful offeror for execution. The contract shall be signed by the successful vendor and returned within ten (10) days of receipt by the vendor as specified in Section 3.3 of the General Terms and Conditions. No contract performance and payments bonds are required for this contract. Upon execution of the contract, Notice to Proceed shall be issued.

No work is to be undertaken by the Contractor prior to the commencement date specified on the Notice to Proceed. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to official starting date.

DELIVERY AND INVOICE

The delivery schedule shall be sixty (60) calendar days from the date on the Notice to Proceed. Contractor is advised to contact the DAGS, Maui Engineer, telephone (808)877-3305 for more accurate information on this project.

Items awarded shall be delivered, completely assembled, and put in place as directed. Contractor shall contact the State at least two (2) days before delivery for specific instructions. Items awarded shall not be delivered to destination without prior approval.

Delivery receipt(s) showing the bid number, D.A.G.S. job number, purchase order or contract number, signed and dated by State personnel, and original plus three (3) copies of invoice(s) shall be forwarded to Department of Accounting and General Services, Maui District, Public Works Engineer, 755 Mua Street, Kahului, HI 96732.

The tax clearance submitted with your invoice for final payment against a contract requires both DOTAX and IRS approvals. The clearance submitted earlier is not acceptable for final payment purposes. You must obtain a new tax clearance from DOTAX and IRS and it must be an original (certified copy is not acceptable), not over 45 days old, with box 3.a. of the Tax Clearance Application (Form A-6) completed for a specific contract, purchase order, or job number.

Contractor shall retain the responsibility for such furniture and equipment until such time as the furniture and/or equipment is delivered, installed and accepted by the State. If storage is required beyond the specified delivery date, the State shall reimburse the contractor provided that the contractor notifies the State at least ten (10) working days prior to the date the expenses are to be incurred and provided that he obtains approval of the daily rate for all expenses incurred for such storage.

DELIVERY EXTENSION

Contractor shall complete delivery within the time allowed in the contract. If Contractor fails to deliver within the time allowed, liquidated damages as specified herein shall apply.

If delivery extension is required beyond the sixty (60) calendar days from the date on the Notice to Proceed as a result of delays to building completion and acceptance, Contractor will receive notice from the State of such delay and the new delivery date.

See ADDITIONS AND EXCEPTION TO THE GENERAL TERMS AND CONDITIONS, Excuse for nonperformance or delay performance, for additional explanation.

QUALITY OF FURNITURE

All furniture furnished under these specifications shall be new and of the best quality of their respective kind. They shall be free from defects which may render them unfit for use. Damaged or rejected items must be immediately removed from the site and replaced with items of the quality required by these specifications.

Failure to replace or to remove any rejected item shall not relieve the Contractor from the responsibility imposed upon him by the contract. No payment, whether partial or final, shall be construed to be an acceptance of defective work.

The State may at any time, by written order, stop work or delivery of specific items of furniture or equipment not conforming to these specifications. Such stop order shall not relieve the Contractor if his obligation to complete this contract within the contract item limits, nor shall it in any way terminate, cancel or abrogate the contract or any part thereof.

Finish. All finish shall be done at the factory. No field finishing shall be permitted except slight retouching to leave material in new workmanship like manner. All materials of every description shall show no traces of machine or mill marks. All materials for finishing shall be the best of their respective kinds.

WARRANTY

Equipment furnished shall be guaranteed by the Contractor for a minimum period of one year from date of acceptance or as guaranteed by the manufacturer, whichever is longer, against warping, buckling, cracking, or other defects resulting from the use of defective or inferior materials or from negligent workmanship; or against all design and manufacturing defects.

During the warranty period, Contractor shall replace and/or repair any defective workmanship and/or material at no cost to the State, including but not limited to parts, labor and all travel costs, provided such defects are not due to abuse or negligence on the part of the State.

Warranty period specified in the technical specifications shall prevail only if it is stated that the number of years for guarantee supersedes the special provisions requirements.

INSPECTION

The Contractor shall verify that areas to receive the furniture and equipment contained in the contract, are free of impediments which may interfere with installation, and shall notify the State Inspector if such conditions exist. Installation shall not proceed until conditions are satisfactory.

INSTALLATION

The State will be responsible for any and all permanent construction work to the facility. Contractor shall be responsible to provide all labor, including all required licenses, hardware, material, tools and equipment for the complete installation and proper connection and functioning of the equipment for which Contractor was awarded. It shall be Contractor's responsibility to test the equipment and system connections to insure that installed equipment is working properly and in accordance with the specifications.

ADJUSTMENT AND CLEANING

All moving parts of furniture and equipment shall be adjusted for smooth and proper operation.

The Contractor shall clean the furniture and equipment to remove all dirt, smudges, and other marks. Scratches and other defects on painted or finished surfaces shall be touched up to the satisfaction of the State Inspector.

The work area shall be cleaned and all debris shall be removed from the site.

LIQUIDATED DAMAGES

Refer to Section 6.12 of the General Terms and Conditions. Liquidated damages is fixed at the sum of FIFTY DOLLARS (\$50.00) for each and every calendar day the Contractor delays in the completion of any item of this contract after the required date of said completion.

FINAL ACCEPTANCE

Following the successful completion of installing of the furniture and equipment, the Contractor will be advised of Final Acceptance via a Project Acceptance Notice by the State Inspector.

Delays or failures in properly replacing or repairing defective equipment shall result in extension of the Guarantee period, if deemed warranted by the State. The Contractor shall restore proper equipment operation within ten (10) days of malfunction report originated by the State Inspector.

All replacement parts and materials used by the Contractor shall be identical to the original parts and materials installed and shall be in an unused condition. The State Inspector shall reject replacement parts and materials considered nonconforming to these specifications. The Contractor may install, on a temporary basis, used parts and materials as necessary to effect timely and proper restoration of equipment operation. However, upon receipt of new replacement part(s), the Contractor shall replace all temporary used parts and materials at no additional cost to the State.

FINAL ACCEPTANCE continued.

In the event a piece(s) of equipment needs to be sent to the manufacturer for alignment or repair during the one-year guarantee period, the Contractor shall pay all expenses and shall send the piece(s) by the quickest method available at no additional cost to the State.

If maintenance is required, all maintenance personnel assigned to this project shall be suitably trained and qualified for such work.

DOCUMENT SUBMITTALS FOR FINAL PAYMENT

A Tax Clearance Certificate Form (original & a copy) for purchases \$10,000 or more shall be submitted for all contracts and/or purchase orders resulting from this bid in order for the State to process final payment.

PAYMENT

Section 103-10, Hawaii Revised Statutes (HRS), provides that the State shall have thirty (30) calendar days from receipt of invoice and satisfactory delivery of goods to make payment. For this reason, the State will reject any bid submitted with a condition requiring payment within a shorter period. Further, that State will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period, or interest payment not in conformance with statute.

ADDITIONS AND EXCEPTIONS TO THE GENERAL TERMS AND CONDITIONS

Approvals. Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in Sections 3-122-95 through 3-122-97, Hawaii Administrative Rules.

General Terms and Conditions Not Applicable. Sections 2.11 and 2.14 of the General Terms and Conditions which apply specifically to the Request for Proposals method of source selection are not applicable to Invitation for Bids. Also Sections 2.10 and 2.13 which apply specifically to the Invitation for Bids method of source selection are not applicable to Requests for Proposals.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

ADDITIONS AND EXCEPTIONS TO THE GENERAL TERMS AND CONDITIONS continued.

Preparation of Offer. General Terms and Conditions Section 2.5, paragraph four, is rescinded and replaced with the following:

"An offeror may submit only one offer in response to a solicitation. If an offeror submits more than one offer in response to a solicitation, then all such offers shall be rejected. Similarly, an offeror may submit only one offer for each line item (if any) of a solicitation. If an offeror submits more than one offer per line item, then all offers for that line item shall be rejected."

Excuse for nonperformance or delay performance. The following supersedes the provisions of the General Terms and Conditions, Section 6.11(D):

"Except with respect to defaults of subcontractors, the contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms, if the contractor has notified the procurement officer within fifteen days after the cause of the delay and the failure arises out of causes including but not limited to the following: acts of God; acts of the public enemy; acts of the State and any other governmental body in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if the failure arises out of causes similar to those set forth above, the contractor shall not be deemed to be in default, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the contract requirements. Upon request of the contractor, the procurement officer shall ascertain the facts and extent of the failure, and, if the officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the right of the State under the clause entitled in fixed-price contracts, 'Termination for Convenience' and in cost-reimbursement contracts, 'Termination'. As used in this paragraph, the term 'subcontractor' means subcontractor at any tier.

TAX EQUALIZATION CERTIFICATE

SUBJ: Offer No.: IFB/RFP-_____

Description: _____

(To be filled in by prospective offeror)

Out-of-State offerors not possessing a Hawaii General Excise Tax (GET) license must answer all questions:

- | | <u>Yes</u> | <u>No</u> | |
|---|------------------|-----------|---|
| | (check only one) | | |
| 1. Does your business have an office, inventory, property, employees, or other representation in the State of Hawaii (hereinafter SOH)? | _____ | _____ | |
| 2. Does the contract to be awarded require your business to have an office, inventory, property, employees, or other representation in the SOH? | _____ | _____ | |
| 3. Does your business provide services in conjunction with the sales of property, such as training, installation, or repairs in the SOH? | _____ | _____ | |
| 4. Will your business provide any services in the SOH under the contract to be awarded? | _____ | _____ | * |

*If the entire services are to be subcontracted, subject to the State's approval, provide the names of the subcontractor(s):

If you answered "Yes" to any question, then you have sufficient presence in the State and are advised that the gross receipts derived from this solicitation are subject to the GET imposed by Chapter 237, HRS, at the current 4% rate, and where applicable to tangible property imported into the SOH for resale, subject to the current 1/2% use tax imposed by Chapter 238, HRS.

If you answered "No" to all questions, then the tax equalization provision described in Section 103-53.5, HRS, applies to you.

Offeror _____

Signature _____

Title _____

Date _____